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*Proposed Co-Counsel to the Debtors and  
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**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In re:

BOWFLEX INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-12364 (ABA)

(Jointly Administered)

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that on March 8, 2024, the United States Bankruptcy Court for the District of New Jersey (the “Court”) entered the *Order (I) Approving the Auction and Bidding Procedures, (II) Approving the Debtors’ Entry Into the Stalking Horse Agreement and the Stalking*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are: BowFlex Inc. (2667) and BowFlex New Jersey LLC (3679). The Debtors’ service address is 17750 S.E. 6th Way, Vancouver, Washington 98683.

*Horse Bid Protections, (III) Scheduling Bid Deadlines and an Auction, (IV) Approving the Form and Manner of Notice Thereof, and (V) Granting Related Relief* [Docket No. 79] (the “Bidding Procedures Order”)<sup>2</sup> in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the “Debtors”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtors may assume and assign to the Successful Bidder the contract or agreement listed on **Exhibit A** (the “Cure Schedule”), upon approval of the Sale Transaction. The Debtors have conducted a review of their books and records and have determined that the Cure Payments for unpaid monetary obligations under such Executory Contract or Unexpired Lease is as set forth on the Cure Schedule.

**PLEASE TAKE FURTHER NOTICE** that if a counterparty disagrees with the proposed Cure Payments or the proposed assignment and assumption of any Executory Contract or Unexpired Lease, an objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments, state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) (A) for objections to the proposed Cure Payments or the proposed assignment and assumption of any Executory Contract or Unexpired Lease (other than on the basis of adequate assurance of future performance) set forth in this notice, be filed with the Court and served and **actually received no later than March 27, 2024, at 5:00 p.m. (prevailing Eastern Time)** (the “Cure Objection Deadline”)<sup>3</sup> and (B) for objections based on the ability of the Successful Bidder to provide adequate assurance of future performance, be filed with the Court and served and **actually received no later than April 11, 2024, at 5:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”), in each case, served on and received by the following parties: (i) the Debtors, BowFlex Inc., 17750 S.E. 6th Way, Vancouver, Washington 98683, Attn: Legal Department; (ii) proposed counsel to the Debtors, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Matthew A. Clemente (mclemente@sidley.com), Maegan Quejada (mquejada@sidley.com), and Michael A. Sabino (msabino@sidley.com); (iii) proposed co-counsel to the Debtors, Fox Rothschild LLP, 49 Market Street, Morristown, New Jersey 07960 Attn: Joseph J. DiPasquale (jdipasquale@foxrothschild.com), Mark E. Hall (mhall@foxrothschild.com), and Michael R. Herz (mherz@foxrothschild.com); (iv) counsel to the DIP Agent, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York 10178, Attn: Marc R. Leduc (marc.leduc@morganlewis.com), Shah M. Nizami (shah.nizami@morganlewis.com), and Jennifer Feldsher (jennifer.feldsher@morganlewis.com); (v) Office of the United States Trustee for Region 3, District of New Jersey, Raymond Boulevard, Suite 2100, Newark, NJ 07102, Attn: Richard L. Schepacarter and Jeffrey Sponder; (vi) counsel to any official committee of unsecured creditors appointed in these cases; and (vii) counsel to the Stalking Horse Bidder, (a) Buchalter LLC, 18400 Von Karman Avenue, Ste. 800, Irvine,

<sup>2</sup> Capitalized terms used but not defined in this notice have the meanings given to them in the Bidding Procedures Order.

<sup>3</sup> The individual Contract Assumption Notices were served on March 13, 2024 pursuant to the Bidding Procedures Order.

California 92612, Attn: Caroline Djang (cdjang@buchalter.com) (b) Gibbons P.C., One Gateway Center, Newark, NJ 07102-5310, Attn: Robert K. Malone (rmalone@gibbonslaw.com) and Kyle P. McEvilly (KMcEvilly@gibbonslaw.com).

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Payments, (b) the proposed assignment and assumption of any Executory Contract or Unexpired Lease, or (c) adequate assurance of the Successful Bidder's ability to perform is filed by the deadlines set forth above, then such non-objection contract counterparty will be (i) deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Executory Contract or Unexpired Lease, and (iii) forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale Transaction.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease or related Cure Payments in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Executory Contract or Unexpired Lease on the Contract Assumption Notice or any Supplemental Assumption Notice does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors and the Successful Bidder with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Debtors and/or the Successful Bidder, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-closing basis.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein or on the Cure Schedule (i) alters in any way the prepetition nature of the Executory Contracts or Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

**PLEASE TAKE FURTHER NOTICE** that neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Cure Schedule shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of rejection, assumption or assignment, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement.

Dated: March 15, 2024

*/s/ Joseph J. DiPasquale*

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